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16 JUNE 92 03:00 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
ASSOCIATED TITLE
REC BY: REBECCA GRAY , DEPUTY

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
VISTA VIEW ESTATES, PHASE III

5275061

THIS DECLARATION is made this 16th day of March, 1992, by SK Builders, Inc., hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the Owner of certain property (herein the "Lots") in South Jordan City, Salt Lake County, State of Utah, more particularly described as follows:

All of Lots, 301 through 324 Vista View Estates, Phase III according to the official plat thereof filed with the Salt Lake County Recorder in Salt Lake County, Utah.

WHEREAS, Declarant intends that the Lots and each of them, together with the Common Easements as specified herein, shall hereafter be subject to the covenants, conditions, and restrictions, reservations, assessments, charges and liens herein set forth.

NOW, THEREFORE, Declarant hereby declares, for the purpose of protecting the value and desirability of the Lots, that all of the Lots shall be held, sold and conveyed subject to the following easements, restrictions, and covenants and conditions, which shall run with the Lots, and be binding on all parties having any right, title or interest in the Lots or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each Owner thereof.

ARTICLE I

ARCHITECTURAL CONTROL

SECTION 1. The Architectural Control Committee shall be composed of Steven E. Sinner and D. Edward Cassity. A majority of the committee may designate a representative to act for it, in the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to select a successor. Neither members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

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SECTION 2. The Committee's approval or disapproval as required in these covenants shall be in writing. The Owner must submit a set of formal plans, specifications and site plan to the Committee before the review process can commence. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

SECTION 3. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Project, nor shall any exterior addition to or change or alteration therein be made until materials, and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relations to surrounding structures and topography by the Architectural Control Committee.

ARTICLE II

RESIDENTIAL AREA COVENANTS

SECTION 1. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two stories in height, and private garages for not more than three vehicles. All construction shall be comprised of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee.

SECTION 2. Dwelling, Quality, and Size. The requirements below are exclusive of open porches and garages.

Rambler: 1500 square foot main level.
Multi-Level: 1500 square foot minimum. Finished square feet constituting the combination of the main level and upper level, but not including family room, half bath and laundry room behind garage.
Two Story: First and second floor combined to equal not less than 2000 square feet.

Each dwelling must be covered with all brick or the equivalent or other materials that must be approved by the Architectural Control Committee.

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SECTION 3. City Ordinances. All improvements on a Lot shall be made, constructed and maintained and all activities on a Lot shall be undertaken, in conformity with all laws and ordinances of the City of South Jordan, Salt Lake County, and the State of Utah which may apply, including without limiting the generality of the foregoing, all zoning and land use ordinances.

SECTION 4. Easement. Easements for installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

SECTION 5. NUISANCES. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

SECTION 6. Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

SECTION 7. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers.

SECTION 8. Landscaping. All front and side yards must be landscaped within one year after dwelling is occupied. Rear yards must be landscaped within two years of occupation of dwelling. All park strips must be planted in grass and Honey Locust trees (or equivalent) and shall be planted 30' apart in park strips throughout the subdivision. The trees shall be five gallon in size and shall be purchased, planted, and cared for by the homeowners and their placement shall be directed by the Architectural Control Committee.

SECTION 9. Signage. No builder, homeowner, real estate company, developer or any other company or individual shall be allowed to display any sign within said subdivision that measures larger than 2,304 square inches without the approval of the Architectural Control Committee. Any individual or company shall be limited to only one sign per Lot or homesite without the approval of the Architectural Control Committee.

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ARTICLE III

GENERAL PROVISION

SECTION 1. Enforcement. Any Owner shall have the right to enforce, by and proceeding at or in equity, all restriction, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

SECTION 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or terminated by a vote of at least seventy-five percent (75%) of the total votes of all Owners, which vote shall be taken at a duly called meeting. Any amendment approve shall be reduced to writing, signed and recorded against the Lots.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 16th day of March, 1992.

DECLARANT:

SK Builders, Inc.

By: Steven E. Sinner
Steven E. Sinner
President

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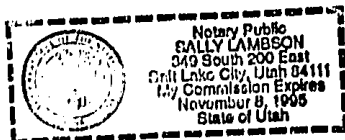
STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

On June 11, 1992, personally appeared
before me, STEVEN E. SINNER
the signer (s) of the foregoing instrument, who being by me duly sworn,
acknowledged to me that HE executed the same.

My Commission Expires:
November 08, 1995


NOTARY PUBLIC

Residing in: SALT LAKE CITY, UTAH



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